

TD Ameritrade Futures & Forex LLC
600 W. Chicago Ave., Suite 100 ■ Chicago, IL 60654-2597
Phone: 866-839-1100 ■ Fax: 773-435-3232

In case of any discrepancy between the English and Chinese version of this agreement, the English version shall prevail.

THIS ADDENDUM is entered into this date, by and between the below-listed subscriber ("Subscriber"), the below-listed vendor ("TD Ameritrade Futures & Forex LLC," or "TD Ameritrade Futures & Forex") and each of the exchanges designated below ("Exchanges").

若此协议的英文与中文版本内容有任何差异，以英文版本为准。

本附录由下列用户（“用户”）、下列服务供应商（“TD Ameritrade Futures & Forex LLC” 或 “TD Ameritrade Futures & Forex”）与如下每个指定的交易所（“交易所”）于此日期签订。

Vendor:
服务供应商：**TD Ameritrade Futures & Forex LLC**

Subscriber:
用户：

Address (City, State, Zip below Address):
地址（下方地址城市、州、邮编）：

Exchanges: **Chicago Mercantile Exchange (CME), NYMEX, CBOT, COMEX (div. of NYMEX), KCBOT, ICE U.S., ICE EUROPE,**
交易所：**Cboe Futures Exchange (CFE)**

1. DEFINITIONS 定义

- (a) "Device" means any unit of equipment, fixed or portable, that receives, accesses, or displays Market Data in visible, audible, or other comprehensible form.
- (a) “设备”是指以可视、可听或者其他可理解的形式接收、存取或显示市场数据的任何固定或可携式设备。
- (b) "Force Majeure Event" means any flood, extraordinary weather conditions, earthquake or other act of God, fire, war, terrorism, insurrection, riot, labor dispute, accident, action of government, communications or power failures, or equipment or software malfunctions.
- (b) “不可抗力事件”是指任何水灾、反常的天气状况、地震或其他天灾、火灾、战争、恐怖、暴动、暴乱、劳资纠纷、意外事故、政府行为、通讯或电力中断、设备或软件故障。
- (c) "Person" Person means any natural person, proprietorship, corporation, partnership, limited-liability-company, or other organization.
- (c) “人”是指任何自然人、独资企业、公司、合伙人、有限责任公司或其他组织。
- (d) "Market Data" means information and data pertaining to futures contracts and options contracts or similar derivative instruments traded on the Exchanges as well as associated index data, that includes, without limitation, opening and closing range prices, high-low prices, settlement prices, current bid and ask prices, last sale prices, price limits, requests for quotations, estimated and actual contract volume data, text messages pertaining to market activity, contract specifications, fast or late messages and, as determined by each of the Exchanges, may include information respecting exchange-for-physical (EFP) or against actuals (AA) transactions. With respect to Subscriber's obligations under this addendum, Market Data includes information, data, and materials that are derived from the foregoing and that convey information to Subscriber that is substantially equivalent to Market Data.
- (d) “市场数据”是指在交易所交易的期货合约、期权合约或者类似衍生工具相关信息及数据以及相关指数数据，包括但不限于开盘及收盘范围的价格、最高价及最低价、结算价、现时买方价和卖方价、最新出售价格、价格限制、报价要求、预计及实际合约成交量数据、市场活动相关文字消息、合约细则、快速或延迟讯息，根据各交易所决定，可能包括以期货转现货(EFP)或以期货兑现金(AA)交易的相关信息。根据用户在本附录下的义务，市场数据包括上述内容，以及向用户传递与市场数据基本相同的信息、数据和材料。



2. PROPRIETARY RIGHTS IN THE MARKET DATA 市场数据专有权

- (a) Subscriber acknowledges and agrees that each of the Exchanges has exclusive and valuable property rights in and to its own Market Data, that such Market Data constitute valuable confidential information, trade secrets, and/or proprietary rights of each of the Exchanges, not within the public domain, that such Market Data shall remain valuable confidential information, trade secrets, and/or proprietary rights of each of the Exchanges at least until the Exchanges place their respective Market Data in the public domain or authorize placement of their respective Market Data in the public domain, and that, but for this Addendum, Subscriber would have no rights or access to such Market Data. Whether or not a particular Exchange has placed its Market Data in the public domain or has authorized the placement of its Market Data in the public domain shall be determined according to the terms of such Exchange's agreement with Vendor, which agreement is described in Section 3(a).
- (b) Subscriber acknowledges and agrees that disclosure of any Market Data, or any breach or threatened breach of any other covenants or agreements contained herein, would cause irreparable injury to each of the Exchanges for which money damages would be an inadequate remedy. Accordingly, Subscriber further acknowledges and agrees that each of the Exchanges shall be entitled to specific performance and injunctive and other equitable relief from the breach or threatened breach of any provision, requirement, or covenant of this Addendum (including, without limitation, any disclosure or threatened disclosure of Market Data) in addition to and not in limitation of any other legal or equitable remedies which may be available.
- (a) 用户认可并同意，各交易所对自有市场数据拥有专属的有价值产权，相关市场数据构成各交易所的有价值机密信息、商业秘密和/或专有权利，不属公共领域，且此类市场数据仍将属于各交易所的有价值机密信息、商业秘密和/或专有权利，最少直至交易所将各自市场数据放诸公共领域或授权将各自市场数据放诸公共领域为止，但是对于本附录，用户不对相关市场数据享有任何权利或存取机会。无论特定交易所是否将市场数据存放于公共领域或授权将市场数据存放于公共领域，视乎相关交易所与服务供应商之间的协议条款而定，相关协议说明于第3(a)条。
- (b) 用户认可并同意，披露任何市场数据，或者违反或威胁违反本协议中的任何其他契约或协议，均会对各交易所造成不可以金钱赔偿之损害。因此，用户进一步认可并同意，除了且不限于可能获得的任何其他法定或公平赔偿方式，对于违反或威胁违反本附录的任何条文、规定或契约(包括但不限于披露或威胁披露任何市场数据)各交易所所有权获得特定履行，禁制及其他公平赔偿。

3. RECEIPT OF MARKET DATA BY SUBSCRIBER 用户接受市场数据

- (a) Vendor and Subscriber have entered into an agreement by which Vendor will, among other things, provide Subscriber with Market Data. Vendor has entered into agreements with each of the Exchanges whereby Vendor has been granted the right to receive Market Data and to retransmit the same to Subscriber. This Addendum to the agreement between Vendor and Subscriber sets forth the terms and conditions upon which Subscriber may receive and use Market Data. Subscriber acknowledges that, notwithstanding such agreement, each of the Exchanges may, in its discretion, discontinue disseminating its own Market Data or change or eliminate its own transmission method, speed, or signal characteristics. In addition, Subscriber acknowledges and agrees that the Exchanges reserve the right to disapprove any Subscriber and retain the right to direct Vendor to terminate any Subscriber's receipt of Market Data for any reason or no reason, in which event the Exchanges shall so notify Vendor and Vendor shall cease providing Market Data to Subscriber as soon as practicable.
- (b) (1) Except as provided in (2) below, Subscriber will use Market Data only for its own internal business activities and only at the offices and locations and on the Devices designated by Subscriber in writing to Vendor from time-to-time. (The term "for its own internal business activities," as used in the immediately preceding sentence herein, means for Subscriber's (a) trading, for its own account or for the account of its customers, of commodity futures contracts, options on commodity futures contracts, or similar derivative instruments, or (b) evaluating, for its own internal business decisions or advice to its customers, the movements or trends in markets for commodity futures contracts, options on commodity future contracts, or like derivative instruments, subject to all of the limitations set forth below in this subparagraph as to the telephonic disclosure to customers of a necessary and de minimis number of segments of Market Data.) Subscriber agrees that it will not communicate or otherwise furnish, or permit to be communicated or otherwise furnished, the Market Data, in any format, to any other party or any office or location other than that
- (a) 服务供货商及用户已签订协议，除其他事项外，服务供货商将提供用户相关市场数据。服务供货商已与每个交易所签订协议，服务供货商有权收集市场数据并重新发送给用户。本附录由服务供货商与用户达成协议，规定了用户可以接收并使用市场数据的条款和条件。用户了解，即使存在本协议，各交易所均可自行酌情决定，停止传播其市场数据，或改变或清除其自己的传输方式、速度或信号特性。此外，用户了解并同意，交易所保留不批准任何用户以及指示服务供货商因故或无故终止任何用户收集市场数据的权利，交易所应通知服务供货商，而服务供货商应尽快停止向用户提供市场数据。
- (b)(1) 除下文第(2)条规定之外，用户仅可将市场数据用于其自身的内部业务活动，而且仅在用户不定时以书面形式向服务供货商所指定的办公室场所、地点或设备上使用。(本文前一句所述的“自身的内部业务活动”一词是指用户(a)是为自身账户或客户账户买卖商品期货合约、商品期货合约期权或类似衍生工具，或(b)为了自身的内部业务决策或向客户提供咨询意见，而评估商品期货合约、商品期货合约期权或类似衍生工具的市场动向或趋势，上述活动均受本分段下文中，针对通过电话向客户披露必要及最小部分市场数据的所有限制约束。)

designated above, nor allow any other party to take, directly or indirectly, any of the Market Data from such offices or locations, and will adopt and enforce any policy that is reasonable to prevent the Market Data from being taken therefrom. Subscriber specifically agrees, without limiting or varying its obligations under paragraph 7 herein or otherwise set forth in this Addendum, that Subscriber shall not use or permit another person to use any Market Data for the purposes of determining or arriving at any price, including any settlement prices, for commodity futures contracts, options on commodity futures contracts, or like derivatives instruments traded on any exchange other than the Exchanges. Subscriber will abide by any other limitations on such use that any of the Exchanges may specify. Subscriber will use its best efforts to ensure that its partners, officers, directors, employees, and agents maintain sole control and physical possession of, and sole access to, Market Data received through Devices in Subscriber's possession. (2) Notwithstanding (1) above, Subscriber may, in the regular course of its business, occasionally furnish, to each of its customers, branch offices, and guaranteed introducing brokers, in a quantity restricted to that necessary to enable Subscriber to conduct its business, a de minimis number of segments of Market Data. Such redissemination must be strictly limited to telephonic communications not entailing the use of computerized voice synthesization or any other technology and must be strictly related to the trading activity of Subscriber or any such recipients. Any such recipients must be advised by Subscriber that such segments are proprietary and confidential information not to be disclosed or disseminated to other persons or entities. Subscriber agrees to make all reasonable efforts to ensure that such recipients abide by the provisions of this Addendum. Notwithstanding the foregoing, in the event that a Subscriber is a newspaper which reports on, among other things, exchanges on which commodity futures contracts or options on commodity futures are traded, such Subscriber shall be permitted to publish, in its newspaper published for the day following the receipt by such Subscriber of the Market Data, the Market Data received by Subscriber from Exchanges on the day prior to such publication.

- (c) In the event that Vendor has agreed to permit Subscriber to receive, access, or display Market Data through means other than a Vendor-provided Device, such as by means of: (i) the Internet, any Intranet, or any other type of network; (ii) portable Devices (for example, pocket pagers, personal digital assistants, laptop computers, etc.); and (iii) synthesized voice responses over telephones, Subscriber will use its best efforts to ensure that no other device, attachment, or apparatus is used which may allow third parties not subject to Subscriber's reporting obligations under Section 3(b) above to access the Market Data.

4. REPORTING 报告

Subscriber agrees to furnish promptly to Vendor any information or reports that may be required by any of the Exchanges as applicable and that is reasonably related to Subscriber's receipt of Market Data. Subscriber further agrees to furnish promptly to Vendor any additional information or reports that may be required by the agreement between Vendor and Subscriber referred to in Section 3(a) as it relates to Subscriber's receipt of Market Data.

用户同意不会传递或提供，亦不允许以任何其他形式传递或提供市场数据予上述指定以外的任何办公场所或地点，亦不会允许任何其他方直接或间接从相关办公场所或地点取得任何市场数据，而且将采用并执行止市场数据被拿走的任何合理政策。用户明确同意，在不限制或变更其在本附录第7段或其他条款项下的义务的同时，用户不得使用亦不允许他人将任何市场数据用于决定或得出商品期货合约、商品期货合约期权，或在交易所以外交易的类似衍生投资工具等的任何价格和结算价格。用户将遵守交易所对相关使用规定的任何其他限制。用户将尽最大努力确保合伙人、主管、董事、员工及代理人保持唯一控制与实际持有权，且仅能通过用户持有设备接收到市场数据。(2)尽管有上文(1)的规定，用户可以在正常业务过程中，偶尔向其每一位客户、分行及担保介绍经纪商，提供使用户可以进行业务所需的最小部分市场数据。上述再传播必须严格限于不涉及使用计算机合成语音或任何其他技术的电话通讯，并且必须完全与用户或任何相关接收方的交易活动相关。用户应告知任何相关接收方，上述部分数据为专有的机密数据，不得向其他人或单位披露或传播。用户同意尽一切合理努力，确保相关接收方遵循本附录规定。尽管有上述规定，若用户为报社，且报导商品期货合约或商品期货合约期权交易所等事宜，应允许该用户于第二天在其报纸上发布他们收到的市场数据，以及用户在刊登前一日从交易所收到的市场数据。

- (c) 在服务供货商同意允许用户以服务供货商提供之设备以外方式接收、存取或显示市场数据的情况下，例如：(i) 互联网、任何内部网络或任何其他类型网络；(ii) 可携式设备(例如，小型传呼机、掌上电脑、笔记本电脑等)；以及(iii) 语音合成电话通，则用户将尽一切努力确保不使用可能允许第三方不受上文第3(b)条的用户通报责任限制的其他设备、附件或装置，获取市场数据。

用户同意及时向服务供货商提交各交易所(如适用)可能要求且与用户接收市场数据合理相关的任何信息或报告。用户进一步同意及时向服务供货商提交服务供货商与用户之间协议第3(a)条所规定且与用户接收市场数据相关的任何额外信息或报告。

5. RIGHT OF INSPECTION AND AUDIT 检查及审核权

During regular business hours, any Persons designated by any Exchange may have access to Subscriber's offices or locations in order to observe the use made of the Market Data and to examine and inspect any Devices, attachments, or apparatuses, as well as any books and records required to be maintained by Subscriber under Sections 3(b) and 4 in connection with its receipt and use of Market Data. Subscriber will make prompt adjustment (including interest thereon at the rate of 1½% per month), through Vendor, to compensate any Exchange that discovers an under-reported use of the Market Data by Subscriber. In addition, at the election of any such Exchange, Subscriber will be liable for the reasonable costs of any audit that reveals a discrepancy in such Exchange's favor of five percent (5%) or more of the amount of fees actually due such Exchange. Subscriber shall maintain the records and books upon which it bases its reporting for CBOE, CBOT, CME, CFE, or KCBOT Market Data for three (3) years following the period to which the records relate. Subscriber shall maintain the records and books upon which it bases the reporting for NYMEX, COMEX, ICE US and ICE EUROPE Market Data for six (6) years following the period to which the records and books relate. In the event that Subscriber fails to retain such records and books as required above, Subscriber agrees to pay each Exchange's reasonable estimate of any discrepancy discovered pursuant to any such audit.

在正常营业时间内，任何交易所指定的人士可能有权进入用户的办公场所或地点，以观察市场数据的使用情况并审查和检查任何设备、附件或装置，以及用户在第3(b)条及第4条规定下，必须就相关接收及使用市场数据的情况维持所有账簿及记录。如果有发现用户少报市场数据用量，用户将作出及时调整(包括每月1½%的利息)，通过服务供货商对交易所作出补偿。此外，如任何审核发现用户实际应付交易所费用有百分之五(5%)或以上的差异，该交易所可选择由用户承担该次审核的合理费用。对于相关报告芝加哥期权交易所(CBOE)、芝加哥商品交易所(CBOT)、芝加哥商业交易所(CME)或堪萨斯交易所(KCBOT)市场数据所据记录及账簿，用户应在相关记录所涉期间之后保存三(3)年。对于相关报告纽约商品交易所(NYMEX)、纽约金属交易所(COMEX)、美国洲际交易所(ICE US)及欧洲洲际交易所(ICE EUROPE)市场数据所据记录及账簿，用户应在相关记录及账簿所涉期间之后保存六(6)年。如果用户未按上述要求保存相关记录及账簿，则用户同意支付各交易所上述任何于审核时发现的合理估算差额。

6. EXCHANGE FEES 交易所费用

Subscriber will pay Vendor (unless Vendor has assumed Subscriber's payment obligations hereunder), for and on behalf of each of the Exchanges (as applicable), for the right to receive Market Data in accordance with the then-current fee schedule published by each of the Exchanges from time-to-time (including any and all applicable federal, state, or local taxes). Each Exchange's fees are subject to modification by each of them at any time, without prior notice to Subscriber. In addition, Subscriber agrees to pay Vendor any penalties assessed against Subscriber by Vendor on behalf of any Exchange. Nothing herein shall limit a Vendor's obligation pursuant to separate agreement between Vendor and any of the Exchanges (as applicable) to pay Exchange fees.

用户将按照各交易所不定时公布的当前收费表(包括任何及所有适用的联邦、州或地方税项)，就相关接收市场数据的权利，支付费用予代表各交易所(如适用)的服务供货商(除非服务供货商已承担用户于本协议内的付款责任)。各交易所可随时变更费用，无须事先通知用户。此外，用户同意支付服务供货商代表任何交易所对用户评估的任何罚款。本协议不得限制服务供货商根据与任何交易所(如适用)之间个别协议应支付交易所费用的责任。

7. COVENANTS, REPRESENTATIONS, AND WARRANTIES OF SUBSCRIBER 用户的承诺、声明及保证

Subscriber covenants, represents, and warrants that it is not engaged in the business of distributing Market Data and that, to its knowledge after reasonable inquiry, it is receiving the Market Data from a Vendor that is authorized by the Exchanges to distribute the Market Data. Subscriber agrees that it will not use or permit any other Person to use Market Data for any illegal purpose. Subscriber agrees that it will not use Market Data in any way to compete with the Exchanges or Vendor, nor use the Market Data in any way so as to assist or allow a third party to compete with the Exchanges or Vendor. Subscriber agrees that the provision of Market Data by the Exchanges hereunder is conditioned upon Subscriber's strict compliance with the terms of this Addendum and that Vendor may, with or without notice and with or without cause, forthwith discontinue said service whenever in its judgment there has been any default or breach by Subscriber of the provisions hereof, or whenever directed to do so by any of the Exchanges.

用户承诺、声明并保证并未从事分销市场数据业务，并且在经合理查询后，据实以告，相关接收的市场数据为服务供货商经交易所授权发布。用户同意不会也不允许其他人将市场数据用于任何非法目的。用户同意不会以任何方式使用市场数据与交易所或服务供货商竞争，也不会以任何方式使用市场数据以协助或允许第三方与交易所或服务供货商竞争。用户同意在本附录规定下，交易所提供市场数据的前提条件为用户严格遵守本附录条款，且无论服务供货商有无通知或有无原因，均可自行判断用户如有违背或违反本附录规定情况或经任何交易所指示下，立即停止上述服务。

8. DISCLAIMER OF WARRANTIES 免责声明

SUBSCRIBER AGREES THAT NEITHER VENDOR NOR THE EXCHANGES MAKE ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MARKET DATA, OR THE TRANSMISSION, TIMELINESS, ACCURACY, OR COMPLETENESS THEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR ANY WARRANTIES OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

用户同意，服务供货商及交易所无需就市场数据或传输、实时性、准确性或完整性作出任何明示或暗示的声明或保证，包括但不限于任何暗示保证或对于适销性、质量或适合特定目的的任何保证，以及法规或其他法律下产生的保证，或者因任何交易过程或行业惯例而产生的保证。

9. LIMITATIONS OF LIABILITY AND DAMAGES 责任及损害赔偿限制

Subscriber agrees that: (i) the provision of Market Data is made with equipment, communications devices, and/or leased lines not owned or operated solely by Vendor or the Exchanges; (ii) neither Vendor nor the Exchanges, nor their respective members, directors, officers, employees, or agents, guarantees the sequence, accuracy, or completeness of the Market Data, nor shall any of them be liable to Subscriber or any other Person for any delays, inaccuracies, errors, or omissions in Market Data, or in the transmission thereof, or for any other damages arising in connection with Subscriber's receipt or use of Market Data, whether or not resulting from negligence on their part, a Force Majeure Event, or any other cause beyond their reasonable control; and (iii) if the foregoing disclaimer and limitation of liability should be deemed invalid or ineffective by a court of competent jurisdiction, neither Vendor nor the Exchanges, nor their respective members, directors, officers, employees, or agents shall be liable for any of the foregoing beyond the actual amount of loss or damage, or the sum of fifty dollars (\$50.00), whichever is less.

用户同意：(i)市场数据是由非服务供货商或交易所拥有或单独运作的设备、通讯装置和/或租用线路提供；(ii)服务供货商及交易所，各自成员、董事、主管、员工及代理人概不保证市场数据的顺序、准确性或完整性，也不就市场数据或其传输的任何延迟、不准确、错误或遗漏，或者因用户接收或使用市场数据而产生的任何其他损害，针对用户或任何其他他人承担责任，不论该损害是否因其疏忽、不可抗力事件或者非可能合理控制的其他原因所引致；且(iii)如果上述免责声明及限制被具司法管辖权法庭视为无效或无作用，则服务供货商及交易所及各自的成员、董事、主管、员工及代理人概不就上述事宜负责超过损失或损害实际金额，或总额超过五十美元(\$50.00)的金额，以较低者为准。

10. TERMS AND TERMINATION 期限与终止

Subject to Subscriber's strict compliance with the provisions of this Addendum, the provision of Market Data by any of the Exchanges hereunder will continue in force during the term of the agreement between Subscriber and Vendor and any renewal term thereof. In addition, it is understood that the provisions set forth in paragraphs 2(a) and 2(b) of this Addendum shall survive the termination of this Addendum.

在用户恪守本附录规定的前提下，任何交易所将于用户与服务供货商间的协议期限及任何续期内，依循本附录持续提供市场数据。此外，本附录第2(a)及2(b)段所载条文，于本附录终止后仍然有效。

11. INDEMNIFICATION 赔偿

Subscriber will indemnify, defend, and hold Vendor and the Exchanges, and their respective members, directors, officers, employees, and agents harmless from and against any and all claims arising out of or in connection with this Addendum, including, without limitation, any liability, loss, or damages (including, without limitation, attorneys' fees and other expenses) caused by any inaccuracy in or omission from, Subscriber's failure to furnish or to keep, or Subscriber's delay in furnishing or keeping, any report or record required to be kept by Subscriber hereunder.

对因本附录引起的或者与本附录有关的一切索赔，包括但不限于因用户在本附录项下所须保存的任何报告或记录中，存在任何错误或遗漏，或者因用户未能或延迟提交或保存相关报告或记录而导致的任何责任、损失或损害(包括但不限于律师费及其他费用)，用户将向服务供货商、交易所及各自的成员、董事、主管、员工及代理作出赔偿、辩护，并且保障不受损害。

12. MISCELLANEOUS 其他规定

In case of any breach by Subscriber of its obligations hereunder, each of the Exchanges will be considered to be a third-party beneficiary of this Addendum and may bring an action to enforce its terms directly against Subscriber. Any action arising out of this Addendum between the CFE, CBOT, or CME and Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois. Any action arising out of this Addendum between the KCBOT and Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of Missouri. Any action arising out of this Addendum between NYMEX, COMEX, ICE U.S., or ICE EUROPE and Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of New York. Subscriber may not assign all or any part of this Addendum without the prior written consent of the Exchanges (as applicable). Neither Vendor nor Subscriber may modify or amend the terms of this Addendum. In the event of any conflict between the terms and conditions of this Addendum and any other agreement relating to Subscriber's receipt and use of Market Data, including, without limitation, the agreement between Vendor and Subscriber referred to in Section 3(a), the terms and conditions of this Addendum will prevail. If, for any reason, one or more provisions of this Addendum is held invalid, the other provisions of the Agreement shall remain in full force and effect.

用户如违反于本附录下的责任，各交易所将视为本附录第三方受益人，并可以直接起诉相关用户以履行条款。由本附录所引起在芝加哥期货交易分所(CFE)、芝加哥商品交易所(CBOT)或芝加哥商业交易所(CME)与用户之间的任何诉讼，均受伊利诺伊州的州内法(而非冲突法)的管辖及释义。由本附录所引起的堪萨斯交易所(KCBOT)与用户之间的任何诉讼，均受密苏里州的州内法(而非冲突法)的管辖及释义。由本附录所引起的纽约商品交易所(NYMEX)、纽约金属交易所(COMEX)、美国国际交易所(ICE US)或欧洲州际交易所(ICE EUROPE)与用户之间的任何诉讼，均受纽约州的州内法(而非冲突法)的管辖及释义。未经交易所事先书面同意，用户不得转让本附录的全部或任何部分(如适用)。服务供货商及用户均不得修改或修订本附录的条款。如果本附录的条款及条件与关于用户接收及使用市场数据的任何其他协议(包括但不限于第3(a)条所述服务供货商与用户之间的协议)的条款及条件存在任何冲突，则将以本附录的条款及条件为准。如因任何原因，本附录的一项或多项条款被判定为无效，本协议的其他条款仍具完全效力及作用。

BY SIGNING BELOW, YOU AGREE THAT THE FOLLOWING IS TRUE: (1) YOU REPRESENT THAT YOU HAVE ACTUAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUBSCRIBER; (2) THAT YOU HAVE READ THE TERMS STATED ABOVE; (3) YOU UNDERSTAND THE TERMS STATED ABOVE; (4) A PRINTOUT OF THE TERMS STATED ABOVE WILL CONSTITUTE A "WRITING" UNDER ANY APPLICABLE LAW OR REGULATION; AND (5) YOU AGREE TO ABIDE BY ALL THE TERMS OF THE AGREEMENT STATED ABOVE.

经由下方签署，您同意以下事项：(1)您声明有实际权限代表用户签订本协议；(2)您已阅读上述条款；(3)您理解上述条款；(4)上述条款印刷本将构成任何适用法律例或法规所定之"书面"；及(5)您同意遵守本协议上述所有条款。

Investment Products:
Not FDIC Insured * No Bank Guarantee * May Lose Value

投资产品:
非FDIC保险 * 非银行保证 * 可能会损失价值

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